

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TIFFANY JORDAN,

Plaintiff,

v.

GOHEALTH, LLC,

Defendant.

Case No. 21-cv-4736

Magistrate Judge Beth W. Jantz

**JOINT MOTION FOR
APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Tiffany Jordan (“Plaintiff”) and Defendant GoHealth, LLC (“GoHealth”), by and through their attorneys, hereby move this Court for entry of an Order Approving Class Action Settlement, in accordance with the Court’s order dated May 9, 2022. In support of this motion, the parties state as follows:

1. On September 3, 2021, Plaintiff filed the instant lawsuit alleging that Defendant violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, the Illinois Minimum Wage Law (“IMWL”), 820 ILCS 105/1, and the Illinois Minimum Wage Payment and Collection Act (“IWPCA”), 820 ILCS 115/1, by failing to incorporate certain non-discretionary bonus and premium payments into the regular rate for purposes of calculating overtime wages for Plaintiff and other similarly situated hourly employees.

2. Plaintiff filed her First Amended Complaint on February 4, 2022 alleging that Defendant violated the FLSA, IMWL and IWPCA by failing to reimburse Plaintiff and other similarly situated hourly employees for expenses reasonably and necessarily incurred as a result of working for Defendant remotely.

3. Pursuant to a settlement conference held before the Court via video conference on May 9, 2022, the parties reached an agreement on the terms of a binding settlement to resolve Plaintiffs' and class members' wage claims against Defendant that were raised as part of the lawsuit or arise out of facts asserted in the lawsuit, whether arising under the FLSA, the IMWL, the IWPCA.

4. Defendant in no way admits to any violation of law or liability to Plaintiff or to class members, and deny all such violation or liability.

5. The parties have agreed to the terms of a Confidential Settlement And Release Agreement ("Agreement"), setting forth the terms and conditions of the parties' settlement terms, which is being submitted to the court for *in camera* review concurrent with the filing of the instant Motion.

6. The parties respectfully request that the Court enter an order approving the terms of the Agreement, and dismissing the matter without prejudice.

7. Once the Agreement is approved, the parties will effectuate the terms of the Agreement.

8. Within 90 days of the effective date of the Agreement, the parties move the Court to convert the dismissal of the matter without prejudice to a dismissal with prejudice, consistent with the terms of the Agreement.

Dated: June 9, 2022

TIFFANY JORDAN

By: /s/ James L. Simon

Michael L. Fradin, Esq.
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Respectfully submitted,

GOHEALTH, LLC

By: /s/ William J. Tarnow

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